

EXHIBIT A

Service Provider Agreement

This Service Provider Agreement (this 'Agreement') is entered into this day, 21 May 2019 ("Effective Date"), between EmersonAI, LLC with its principal place of business at [REDACTED] Fort Collins, CO 80521 and Oscar Kramer ("Provider") with his principal place of business at [REDACTED] [REDACTED], Miami Beach, FL 33141 (each a "Party," collectively the "Parties")

In consideration of the mutual promises and covenants contained in this Agreement the Parties agree as follows:

1. SERVICES

1.1 Services. Provider's services shall be provided as reasonably requested by EmersonAI, based upon Provider's ability, it being understood that Provider will be working an average of 5 hours per week at a rate of \$120/hr.

1.2 Independent Contractor. Provider agrees that he is an Independent Contractor, and not an Employee of EmersonAI.

1.3 Method of Performing Services. EmersonAI shall be entitled to generally supervise and control the results of Services performed by Provider to assure satisfactory performance, including the right to inspect, the right to change Services. EmersonAI has the right to make suggestions or recommendations as to the details of the Services.

1.4 EmersonAI Equipment and Property. Provider agrees that for any equipment or property issued, Provider shall immediately turn over to EmersonAI all equipment and property in his possession upon the request of EmersonAI or when the consulting engagement expires or terminates.

FEES AND PAYMENTS

2.1 Fees and Expenses. In consideration of the Services to be performed by Provider, Provider shall be entitled to compensation of \$120/hr.

2.2 Invoices. Consultant shall invoice EmersonAI bi-weekly for Services rendered during the preceding two weeks. EmersonAI will pay invoices within 30 days of receipt of an acceptable invoice.

2.3 Taxes. Provider shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of local, state, federal, social security taxes and self-employment taxes. No taxes of any kind will be withheld by EmersonAI.

TERM AND TERMINATION.

3.1 Term. The term of this Agreement shall commence on the Effective Date above and shall continue until terminated by either party according to the conditions below:

3.2 Termination. Either party upon giving written notice to the other Party, may terminate this Agreement:

- a. If at any time, A Party's performance or conduct under this agreement is found by either Party to be in breach of this Agreement, the non-breaching Party may terminate this Agreement if the breaching Party does not cure such within (30) days of written notice of breach with respect to a non-monetary breach, and within ten days of written notice with respect to a monetary breach;
- b. At any time in the event of the other Party terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceeding under Federal or State statute, or becomes subject to direct control by a trustee or similar authority.

3.3 Termination for Convenience. EmersonAI may terminate this Agreement at any time without cause upon 30 days written notice to the Provider. Provider may terminate this Agreement at any time without cause with 30 days written notice to EmersonAI.

3.4 Immediate Termination. EmersonAI may terminate this Agreement with immediate effect by giving written notice if the Provider is unable to perform his duties due to the Provider's death or disability.

3.5 Obligations upon Expiration or Termination. Upon expiration or termination of this Agreement, Provider shall promptly return to EmersonAI all Confidential Information and any material, equipment or property that is owned by EmersonAI. Expiration or termination of this Agreement shall not relieve either Party of its obligations regarding Confidential Information. In the event of termination of this Agreement for any reason, EmersonAI's liability, if any, shall be limited to Payment for work performed by Provider up to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the Effective Date above. READ, UNDERSTOOD AND AGREED TO BY:

EmersonAI :

Signature



Date: May 21, 2019

Name: Tim Emerson

Title: President

Provider:

Signature



Date: 21 May 2019

Name: Oscar L Kramer

Title: Consultant